

**WASTE MANAGEMENT BOARD
ENFORCEMENT ACTION
ORDER BY CONSENT
ISSUED TO
HANDCRAFT CLEANERS & LAUNDERERS, INC.
EPA ID No. VAD988169819**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Waste Management Board and HandCraft Cleaners & Launderers, Inc., (“HandCraft”) for the purpose of resolving certain alleged violations of environmental law and/or regulations articulated in a Notice of Violation issued to HandCraft on October 31, 2001, (the “NOV”) .

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. “Va. Code” means the Code of Virginia (1950), as amended.
2. “Board” means the Virginia Waste Management Board, a permanent collegial body of the Commonwealth of Virginia as described in Code §§ 10.1-1401 and 10.1-1184.
3. “Department” or “DEQ” means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. “Director” means the Director of the Department of Environmental Quality.

5. “Order” means this document, also known as a Consent Order.
6. “HandCraft” means HandCraft Cleaners & Launderers, Inc., headquartered at 1501 Roseneath Road in Richmond, Virginia, and JJN&K Partnership, a Virginia general partnership which owns the site, and is certified to do business in Virginia and its affiliates, partners, subsidiaries, and parents.
7. “Facility” means the HandCraft facility located at 11401 Midlothian Turnpike, in Richmond, Virginia.
8. “PRO” means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
9. “VHWMR” means the Virginia Hazardous Waste Management Regulations 9 VAC 20-60-12 *et seq.*

SECTION C: Findings of Fact and Conclusions of Law

1. HandCraft filed a Notification of Hazardous Waste Activity form for the site on April 24, 1989, notifying EPA that HandCraft was a generator of hazardous waste. HandCraft was assigned EPA NO. VAD988169819 for generating hazardous waste including D039 and F002, Tetrachloroethylene.
2. HandCraft operated the site as a dry cleaning location from 1989 through 1995. As a result of a Phase II Environmental Site Assessment in May 1998 relating to a possible sale of the site, some evidence of chlorinated solvents was found in the soil and groundwater at the site.
3. In July 1998, HandCraft hired a consultant to verify the presence of chlorinated solvents. The consultant observed the removal of an underground grease trap tank, used by a previous owner of the site. During removal of the grease trap, solvent-like smells in the excavation trench were noted as well as the presence of free product. Waste piles were created during the excavation activities. Due to the suspected presence of volatile organic compounds, soil and groundwater samples were collected and analyzed in July 1998. Tetrachloroethylene was detected in soil and groundwater samples.
4. On November 3, 1999, a Consent Order was issued to HandCraft for alleged violations of the VHWMR. The November 3, 1999, Order required in part, that HandCraft submit and implement a closure plan for the hazardous waste pile and excavation trench. The same Order also required the submittal of financial assurance for closure of both the waste pile and the excavation trench. The Order provided for contingency plans in the event closure of the waste pile and the excavation trench did not occur.

5. The November 3, 1999, Order required that a closure plan for the waste pile meeting the requirements of 9 VAC 20-60-850 be provided to the Department within ninety days of the effective date of the Order. Department records indicate that the closure plans for closure of the waste pile were approved on September 28, 2000. Documentation of financial assurance for closure of the waste pile in accordance with 9 VAC 20-60-810 was to be provided to the Department within 180 days of the effective date of the Order. Department records indicate that financial assurance documents for closing the waste pile has not been provided to the Department.
6. The November 3, 1999, Order required that a closure plan for the excavation trench meeting the requirements of 9 VAC 20-60-800 and 9 VAC 20-60-840.I. be provided to the Department within ninety days of the effective date of the Order. Department records indicate that the closure plans for closure of the excavation trench were approved on September 28, 2000. Documentation of financial assurance for closure of the excavation trench in accordance with 9 VAC 20-60-810 was to be provided to the Department within 180 days of the effective date of the Order. Department records indicate that financial assurance documents for closing the excavation trench has not been provided to the Department.
7. On October 31, 2001, a Notice of Violation was issued to HandCraft for violation of the November 3, 1999, Consent Order, specifically for failure to provide financial assurance for closure of the waste pile and the excavation trench.
8. In November 2001, a meeting between HandCraft and DEQ was conducted to discuss the NOV, specifically the correct amount of financial assurance for closure of the waste pile and the excavation trench. As a result of that meeting, on or before December 31, 2001, HandCraft submitted documentation to DEQ articulating the amount of funds that had already been expended by HandCraft in its interim remediation efforts of the site, and a proposal to reduce the DEQ financial assurance figure by that amount. HandCraft made it clear to DEQ in that meeting that it was unable to obtain the support from financial institutions necessary to post the amount of financial assurance originally suggested by DEQ. Since December 31, 2001, HandCraft has continued to perform interim remediation at the site and has submitted a "clean closure" report for the waste pile, a RCRA Facility Assessment, and expects to submit a "clean closure" report for the excavation trench prior to July 31, 2002. HandCraft has not received a determination from DEQ as to how much it will reduce the financial assurance amount originally proposed in recognition of the substantial remediation at the site that has been performed as of the date of this Consent Order. HandCraft's alleged delay in submitting financial assurance for site closure is directly related to its need for determination from DEQ with respect to the amount of financial assurance that is currently required in light of the remediation already performed.

SECTION D: Agreement and Order

Accordingly, the Board, by virtue of the authority granted it in Va. Code §10.1-1455(F), orders HandCraft, and HandCraft agrees, to perform the actions described in Appendix A of this Order. In addition, the Board orders HandCraft, and HandCraft voluntarily agrees, to pay a civil charge of \$600 within 30 days of the effective date of the Order in settlement of the alleged violations cited in this Order. Payment shall be made by check payable to the “Treasurer of Virginia”, delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 10150
Richmond, Virginia 23240

Either on a transmittal letter or as a notation on the check, HandCraft shall: 1) indicate that the check is submitted pursuant to this Order, and 2) include its Federal Identification Number.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of HandCraft, for good cause shown by HandCraft, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein, including those matters addressed in the Notice of Violation issued to HandCraft by DEQ on October 31, 2001. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order, HandCraft admits the jurisdictional allegations, but does not admit the factual findings, or conclusions of law contained herein.
4. HandCraft consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. HandCraft declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by

the Board to enforce this Order or any additional actions taken by the Board with respect to subsequently discovered violations at the facility.

6. Failure by HandCraft to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. HandCraft shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence beyond the control of HandCraft. HandCraft shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. HandCraft shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within ten (10) days of learning of any condition above, which HandCraft intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and HandCraft.
11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to HandCraft.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve HandCraft from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. By its signature below, HandCraft voluntarily agrees to the issuance of this Order.

And it is so ORDERED this _____day of _____, 2002.

Robert G. Burnley, Director
Department of Environmental Quality

HandCraft voluntarily agrees to the issuance of this Order.

By: _____

Date: _____

Commonwealth of Virginia

City/County of _____

The foregoing document was signed and acknowledged before me this _____ day of _____, 2002, by _____, who is
(name)

_____ of HandCraft, on behalf of the Corporation.
(title)

Notary Public

My commission expires: _____.

APPENDIX A

SCHEDULE OF COMPLIANCE

HANDCRAFT CLEANERS & LAUNDERERS, INC.

EPA ID No. VAD988169819

HandCraft shall:

1. HandCraft Cleaners shall not treat, store, or dispose of hazardous waste at its facility in Henrico, Virginia, nor at any other facility owned, leased, or otherwise controlled by HandCraft Cleaners within the Commonwealth, except as specifically provided in the VHWMR, unless HandCraft Cleaners has applied for and been granted a hazardous waste management facility permit under 9 VAC 20-60-970 and -980, or has been granted an emergency hazardous waste management permit under 9 VAC 20-60-1050.A. for such activity.
2. HandCraft shall provide the Department within 60 days from a determination by DEQ of the appropriate amount of financial assurance to be posted by HandCraft, financial assurance documents for closure of the waste pile in accordance with 9 VAC 20-60-810 and closure of the excavation trench in accordance with 9 VAC 20-60-810 and 9 VAC 20-60-830. I. HandCraft shall modify the amount of such financial assurance as directed by the Department in response to any modifications of the closure plan approved by the Department.
3. In the event that HandCraft is unable to achieve closure of the waste pile under 9 VAC 20-60-850 in accordance with the approved closure plan, HandCraft shall immediately notify the Department of this fact and shall begin implementation of the contingent closure plan for closure of the waste pile as a landfill. That notification shall constitute a determination that the waste pile must be closed as a landfill in accordance with 9 VAC 20-60-870. K. Within sixty (60) days of such determination, HandCraft shall submit evidence of financial assurance for closure and post-closure care of the waste pile/landfill in accordance with 9 VAC 20-60-810 and 9 VAC 20-60-870. K. HandCraft shall modify such financial assurance as directed by the Department in response to any changes approved by the Department in the closure and/or post-closure plans.
4. In the event that HandCraft is unable to achieve closure of the excavation trench under 9 VAC 20-60-840. I. in accordance with the approved closure plan, HandCraft shall immediately notify the Department of this fact and shall begin implementation of the contingent closure plan for closure of the excavation trench as a landfill. That notification shall constitute a determination that the excavation trench must be closed as a landfill in accordance with 9 VAC 20-60-870. K. Within sixty (60) days of such determination, HandCraft shall submit evidence of financial assurance for closure and post-closure care of the excavation trench/landfill in accordance with 9 VAC 20-60-810

and 9 VAC 20-60-870. K. HandCraft shall modify such financial assurance as directed by the Department in response to any changes approved by the Department in the closure and/or post-closure plans.

5. HandCraft shall respond to any Notice of Deficiencies issued with respect to the closure plan by the time period provided in the Notice unless HandCraft has both requested and received an extension, which request for an extension shall not be unreasonably denied. If an extension is granted, failure to respond by the end of the extension constitutes failure to respond to the Notice of Deficiency.
6. All other requirements of the November 3 1999, Order not specifically addressed in this Appendix shall remain in effect.